

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8314504

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AWM DATA LLC	11/27/2023
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS NOTES COLLATERAL AGENT
Street Address:	2 N. LASALLE STREET, SUITE 700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D927523
Patent Number:	D927524
Patent Number:	D944833
Application Number:	29767463
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2028357500
Email:	dcip@milbank.com
Correspondent Name:	JAVIER J. RAMOS, ESQ.
Address Line 1:	1850 K STREET, NW, SUITE 1100
Address Line 2:	MILBANK, LLP
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	30045.00642
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/06/2023
Total Attachments: 5	
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NOTES PATENT SECURITY AGREEMENT, dated as of November 27, 2023, (this “Agreement”), among AWM Data LLC, a Delaware limited liability company (the “Grantor”) and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (in such capacity, the “Notes Collateral Agent”).

Reference is made to (a) that certain Indenture, dated as of November 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among, prior to the consummation of the Escrow Issuer Merger, Aretec Escrow Issuer 2 Inc., a Delaware corporation (the “Initial Issuer”), and, following the consummation of the Escrow Issuer Merger, the Issuer, the Guarantors party thereto, The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), and the Notes Collateral Agent, pursuant to which the Initial Issuer issued \$700,000,000 of 10.000% Senior Secured Notes due 2030 (the “Notes”); and (b) that certain Notes Security Agreement dated as of November 27, 2023 (as amended, supplemented or otherwise modified from time to time, the “Notes Security Agreement”), among the Issuer, the other Grantors from time to time party thereto and the Notes Collateral Agent. In connection with the issuance of the Notes under the Indenture, each Guarantor party thereto has agreed to secure such Guarantor’s obligations under the Indenture and the other Note Documents. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to guarantee the Note Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Notes Security Agreement. The rules of construction specified in Section 1.01(b) of the Notes Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Note Obligations, the Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s United States Patents, in each case, that constitute Material Intellectual Property, including, but not limited to, the patents and patent applications referred to in Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent Collateral.

SECTION 3. Notes Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Notes Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Patent Collateral are more fully set forth in the Notes Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Patent Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Patent Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AWM DATA LLC, as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Co-Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Notes Collateral Agent

By: _____

Name: Terence Rawlins

Title: Vice President

[Notes Patent Security Agreement]

PATENT
REEL: 065782 FRAME: 0040

PATENT COLLATERAL

Patent	Filing Date	Application Number	Issue Date	Patent Number	Owner
Display Screen with Graphical User Interface	January 27, 2020	29/722,090	August 10, 2021	D927523	AWM Data, LLC
Display Screen with Graphical User Interface	January 27, 2020	29/722,091	August 10, 2021	D927524	AWM Data, LLC
Display Screen with Graphical User Interface for a Social Security Planner	July 9, 2020	29/741,122	March 1, 2022	D944833	AWM Data, LLC
Display with Graphical User Interface – Social Security Planner v2	January 22, 2021	29/767,463	N/A	N/A	AWM Data, LLC